Case 19-12098-elf Doc 89 Filed 11/22/20 Entered 11/23/20 00:40:22 Desc Imaged Certificate of Notice Page 1 of 5

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 19-12098-elf

Angel L. Granby Chapter 13

Debtor(s)

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Adminstra Page 1 of 2
Date Rcvd: Nov 20, 2020 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 22, 2020:

Recipi ID Recipient Name and Address

db Angel L. Granby, 840 Kenmore Road, Philadelphia, PA 19151-3311

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 22, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 20, 2020 at the address(es) listed below:

Name Email Address

KEVIN G. MCDONALD

on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING

FINANCE AGENCY) bkgroup@kmllawgroup.com

LEON P. HALLER

on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING

FINANCE AGENCY) lhaller@pkh.com dmaurer@pkh.com;mgutshall@pkh.com

REBECCA ANN SOLARZ

on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING

FINANCE AGENCY) bkgroup@kmllawgroup.com

RONALD G. MCNEIL

on behalf of Debtor Angel L. Granby r.mcneil1@verizon.net

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

on behalf of Trustee WILLIAM C. MILLER Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

Page 2 of 2 District/off: 0313-2 Total Noticed: 1 Date Rcvd: Nov 20, 2020 Form ID: pdf900

TOTAL: 7

Case 19-12098-elf Doc 89 Filed 11/22/20 Entered 11/23/20 00:40:22 Desc Imaged Certificate of Notice Page 3 of 5 IN THE UNITED STATES BANKRUPTCY COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Angel L. Granby aka Angel L.M. Livingston CHAPTER 13

<u>Debtor</u>

U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY)

NO. 19-12098 ELF

Movant

VS.

11 U.S.C. Section 362

Angel L. Granby aka Angel L.M. Livingston

Debtor

William C. Miller, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$16,966.52, which breaks down as follows;

Post-Petition Payments: May 2019 to September 2019 at \$901.00/month

October 2019 to November 2020 at \$814.00/month

Late Charges: May 2019 to October 2020 at \$14.64/month

Suspense Balance: \$229.00 Fees & Costs Relating to Motion: \$1,031.00 **Total Post-Petition Arrears** \$16,966.52

- 2. The Debtor(s) shall cure said arrearages through a loan modification within the following schedule:
 - a) Debtor shall obtain a permanent modification by March 1, 2021.
- 3. Additionally, beginning on December 1, 2020, Debtor shall also make regular postpetition payments on the first (1st) of each month in accordance with the terms of the note and mortgage while the loan modification application is pending.
- 4. If a timely trial modification is obtained, Debtor shall then continue to make regular trial modification payment followed by regular permanent modification payments thereafter, both as directed within the modification documents.

Case 19-12098-elf Doc 89 Filed 11/22/20 Entered 11/23/20 00:40:22 Desc Imaged

Certificate of Notice Page 4 of 5

Should debtor(s) provide sufficient proof of payments (front & back copies of

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

6. In the event any of the events listed within Section 2 are not completed within the

listed deadline, Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the

Debtors may amend her Chapter 13 Plan to provide for payment of Movant's arrears within

Section4(a), "Curing Default and Maintaining Payments", within FIFTEEN (15) days of the date of

said notice. If Debtor(s) should fail to do so, Movant may file a Certification of Default with the

Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

7. In the event any of the payment listed under either Section 3 or 4 are not tendered

pursuant to the terms of this stipulation, Movant shall notify Debtor(s) and Debtor's attorney of the

default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of

said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file

a Certification of Default with the Court and the Court shall enter an Order granting the Movant

relief from the automatic stay.

8. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

9. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order7 granting the Movant relief from the automatic stay.

10. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

11. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

12. The parties agree that a facsimile signature shall be considered an original signature.

Date: November 11, 2020 By: /s/Rebecca A. Solarz, Esquire

Attorney for Movant

Doc 89 Filed 11/22/20 Entered 11/23/20 00:40:22 Desc Imaged Case 19-12098-elf Certificate of Notice Page 5 of 5

Date: Nov 16.

Ronald G. McNeil, Esquire Attorney for Debtor

Date: November 18, 2020

/s/ LeRoy W. Etheridge, Esquire, for* William C. Miller, Esquire Chapter 13 Trustee

*No objection to its terms, without prejudice to any of our rights and remedies

ORDER

November Approved by the Court this 19th day of_ 2020. However, the court retains discretion regarding entry of any further order.

> Bankruptcy Judge Eric L. Frank